

**1. PARTIES**

The Montana Department of Corrections (DEPARTMENT) and **Service Canines of Montana (CONTRACTOR)** enter into this Contract (09-032-MCE). The parties' names, addresses, and telephone numbers are as follows:

Montana Department of Corrections  
Montana Correctional Enterprises  
1539 11<sup>th</sup> Avenue  
PO Box 201301  
Helena, MT 59620-1301  
(406) 444-3930

*Service Canines of Montana*  
*Dever "Deb" Bouwkamp*  
*PO Box 1214*  
*Laurel, MT 59044-1214*  
*(406) 669-3149*

**DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:**

**2. DUTIES/RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR agrees to provide canine education and training services to offenders at the Montana Women's Prison (MWP) and coordinate all Program training and adoption services related to the Prison Paws for Humanity Program (Program) located at the MWP. Services shall include, but are not limited to:

- A. Educate and train offenders in the proper techniques of Basic and Advanced Obedience training of canines. Sufficiently trained offenders shall be able to competently provide basic and advanced obedience training for placement of program dogs and privately owned dogs contracted to the program for training.
- B. Coordinating placement of trained canines to individuals.
- C. Maintain a website of all canines trained through the Program that are available for adoption.
- D. Respond to inquiries, arrange for viewing, and assist with adoption of canines from the Program.
- E. Schedule, develop, and maintain training for canines referred to the Program by the general public.
- F. Coordinate and assure that all veterinary needs of the animals are addressed. Veterinary costs will be the responsibility of MCE.
- G. Coordinate and assure basic canine supplies and food needs of the Program are available. Provide supply requisitions to MWP Administrative Officer to ensure program has the required materials to operate economically and efficiently. MWP Administrative Officer will be responsible for ordering of all supplies and equipment. All orders will be received through the MCE Industries program, with coordination of MWP Administrative Officer.
- H. Provide a minimum of ten (10) facilitated training hours to the offenders each week.
- I. Maintain program files and ensure record keeping requirements are completed according to MCE procedures.

- J. Submit monthly reports to the Contract Liaison (or designee) that includes a summary of the following services provided during the month:
  - a. Number of dogs involved in the program
  - b. Acquisition details on each dog (where, when and amount)
  - c. Number of dogs placed (who adopted, when, amount)
  - d. Number of dogs trained throughout the month for private customers, training hours and revenue associated.
  - e. Type of training given, basic or advanced obedience
  - f. Number of animals treated by outside vets and for what conditions
- K. CONTRACTOR shall not sell dogs to the program for adoption purposes nor shall contractor pick up supplies from stores for the use in the dog program.
- L. CONTRACTOR may purchase dogs through the program at the same rates established for all dog adoptions. Discounts shall not be given to the contractor for multiple dogs or for dogs that spend longer times in the training program.

## **2.1 CONTRACTOR QUALIFICATIONS**

The Contractor must provide:

Proof of certification (or attendance, as appropriate) issued by the National Association of Dog Obedience Instructors.

## **3. COMPENSATION/BILLING**

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

- A. DEPARTMENT shall pay CONTRACTOR **\$1,000.00** per month, not to exceed twelve thousand and 00/100 Dollars (\$12,000.00) annually, for the services described in Section 2 above.
- B. DEPARTMENT agrees to pay CONTRACTOR within 30 days following receipt of a correct invoice. **Monthly invoices shall be submitted to the Montana Women's Prison, Attn: MCE Industries Program, 701 South 27<sup>th</sup>, Billings, MT 59101.** Invoices shall include: 1) a breakdown of hours and activities provided; and 2) the monthly report on training/services provided.
- C. This rate is inclusive of all travel and per diem. DEPARTMENT will not compensate CONTRACTOR for travel or travel time, lodging, meals, supplies, or any other expense incurred by CONTRACTOR while performing services identified within this Contract – unless specifically addressed otherwise herein.
- D. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- E. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

**4. AGENCY ASSISTANCE**

To the extent possible, CONTRACTOR shall use its own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to DEPARTMENT may occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and telephone service (e.g., Montana State Prison and Montana Women's Prison do not allow wireless phones within facility).

**5. TIME OF PERFORMANCE**

This Contract shall take effect upon receipt of final contract signature and shall terminate on June 30, 2011, unless terminated earlier in accordance with the terms of this Contract.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

**6. LIAISONS AND NOTICE**

- A. MCE on-site liaison at MWP: Kevin Mickelson, (406-247-5131), 701 South 27<sup>th</sup>, Billings MT 59101 or successor.
- B. MCE liaison for contract issues: Andrew Olcott, (406-846-1320 x 2324), 350 Conley Lake Rd., Deer Lodge, MT 59722.
- C. Deb Bouwkamp (406-669-3149), PO Box 1214, Laurel, MT 59044 or successor serves as CONTRACTOR liaison
- D. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

**7. OWNERSHIP AND PUBLICATION OF MATERIALS**

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the sole property of DEPARTMENT.

**8. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Contracts Management Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

## **9. HOLD HARMLESS AND INDEMNIFICATION**

CONTRACTOR agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CONTRACTOR and/or its agents, employees, representatives, assigns, or subcontractors - except the sole negligence of the State under this agreement.

## **10. INSURANCE**

- A. **General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by CONTRACTOR, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**Primary Insurance:** CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of CONTRACTOR, CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Certificate of Insurance/Endorsements:** A certificate of insurance from insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by the Contracts Management Bureau, P.O. Box 201301, Helena, MT 59620. CONTRACTOR must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

- B. **Specific Requirements for Commercial General Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$300,000 per occurrence and \$600,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations; premises owned, leased, occupied, or used.

**11. ACCESS AND RETENTION OF RECORDS**

CONTRACTOR agrees to provide DEPARTMENT, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). CONTRACTOR agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party.

**12. PUBLIC INFORMATION**

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a "trade secret" as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

**13. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

CONTRACTOR shall not assign, transfer or subcontract any portion of the Contract without the express written consent of DEPARTMENT. (Section 18-4-141, MCA.)

**14. AMENDMENTS**

All amendments to this Contract shall be in writing and signed by the parties.

**15. COMPLIANCE WITH LAWS**

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract.

**16. CONTRACT TERMINATION**

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may, without 30 days notice, terminate or reduce the scope of this Contract if available funding is reduced by the legislature for any reason. If funds are not

appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract must be canceled (Ref. 18-4-313(4), MCA).

- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

**17. CHOICE OF LAW AND VENUE**

This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**18. LICENSURE**

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates performing under this Contract.

**19. INTEGRATION**

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

**20. SEVERABILITY**

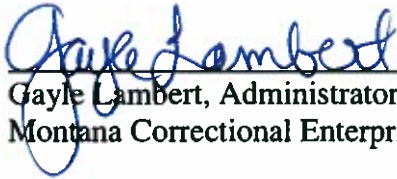
A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

**21. COMPLETED CONTRACT**

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Contracts Management Bureau, PO Box 201301, 1539 11<sup>th</sup> Avenue, Helena, MT 59620-1301.

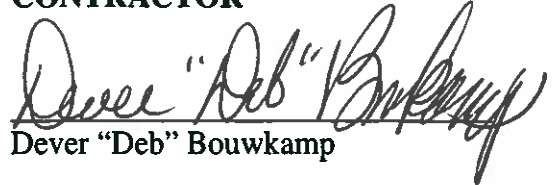
**SIGNATURE**

**DEPARTMENT**

  
Gayle Lambert, Administrator  
Montana Correctional Enterprises


6/8/09  
Date

**CONTRACTOR**

  
Dever "Deb" Bouwkamp

6-15-09  
Date

**Approved for Legal Content by:**

  
Legal Counsel  
Department of Corrections

6/1/09  
Date